



Licensee Agreement for Non-U.S. Organizations for Use of MEDLINE® and Other NLM® Databases Solely for Research Purposes

This Agreement is made this _____ day of _____, _____, by and between the National Library of Medicine, Department of Health and Human Services (hereinafter referred to as "NLM") and _____ (hereinafter referred to as LICENSEE).

WHEREAS, the NLM was established by statute in order to assist the advancement of medical and related sciences, and to aid the dissemination and exchange of scientific and other information important to the progress of medicine and to the public health, (section 465 of the Public Health Service Act, as amended (42 U.S.C. section 286);

WHEREAS, the NLM has produced machine-readable databases that are useful in a variety of research settings;

WHEREAS, the LICENSEE is willing to use MEDLINE and other NLM databases at its sole risk and at no expense to NLM, which will result in information useful to NLM, may provide immediate improvements in biomedical information transfer to segments of the biomedical community, and is consistent with NLM's statutory functions,

NOW THEREFORE, it is mutually agreed as follows:

1. The NLM hereby grants a nonexclusive, non-transferable right to LICENSEE to use the MEDLINE and other NLM databases for research purposes subject to the restrictions in other provisions of this Agreement. The list of licensees authorized to use NLM data for research purposes is public information.
2. LICENSEE's right to use MEDLINE and other NLM databases is restricted to internal use at the LICENSEE's site(s) for research purposes. Internal use includes use by employees, faculty, and students of a single organization at multiple sites. Internal research use expressly excludes: incorporation of NLM data or data derived from NLM data in any publicly accessible system whether fee-based or non fee-based; publishing or translating or creating derivative works from NLM data; selling, leasing, or otherwise making available NLM data or data derived from NLM data to any party outside the organization; and copying for any purpose except for back up or archival purposes.
3. Within 30 days of the end of any calendar year in which LICENSEE makes use of MEDLINE or other NLM databases, LICENSEE agrees to provide NLM with a brief report summarizing the research purpose and the progress of the research using NLM data. LICENSEE must provide NLM with a copy of any paper that is published about research using leased NLM data.
4. LICENSEE shall acknowledge NLM as its source of the leased data, citing the year the data were distributed to LICENSEE, in a suitable and customary manner but may not in any way indicate or imply that NLM has endorsed LICENSEE.
5. NLM shall perform and make available to LICENSEE updates and maintenance on its data.
6. NLM represents that the data provided under this Agreement were formatted with a reasonable standard of care, but makes no warranties express or implied, including no warranty of merchantability or fitness for particular purpose, regarding the accuracy or completeness of the data or that the machine-readable copy is error free. Therefore, LICENSEE agrees to hold NLM and the U.S. Government free from any liability resulting from errors in data or on the machine-readable copy. NLM disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in the leased data.

7. LICENSEE shall be solely responsible for compliance with any copyright or other restrictions pertaining to NLM data; NLM assumes no responsibility or liability associated with the LICENSEE's use of copyrighted material. Some material in MEDLINE and other NLM databases is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are hereby incorporated by reference. A letter of approval from some producers of data in TOXLINE Subset and ChemIDplus Subset is required.
8. LICENSEE shall ensure that anyone who has authorized access to data from the NLM under this Agreement complies with its provisions.
9. NLM reserves the right to change the type and format of its machine-readable data. NLM agrees to inform LICENSEE of any changes to the format of NLM data at least 60 days before the data are distributed.
10. No charges, usage fees or royalties will be paid to NLM.
11. With NLM approval in writing, LICENSEE may transfer this Agreement to a successor that has acquired substantially all of the Licensee's business or the particular research for which this Agreement has been entered into by the LICENSEE. Succession shall include, but not be limited to, acquisition, merger, change of corporate name, or change in the make-up, organization, or identity of the LICENSEE. The transferee shall also be subject to all of the conditions stated in this Agreement. The Licensee shall notify NLM in writing within ninety (90) days after such a transfer occurs. NLM may, at its discretion, require that a new agreement be signed by the successor.
12. This Agreement shall be effective until terminated by one of the parties upon 30 days written notice to the other party. LICENSEE's failure to abide by the terms of the Agreement shall be grounds for its termination. Neither the Government nor its employees shall be liable or responsible to LICENSEE in any manner whatsoever for damages of any nature whatsoever arising from the termination of this Agreement.
13. In the event that any provision of this Agreement is determined to violate any law or is unenforceable, the remainder of the Agreement shall remain in full force and effect.
14. This Agreement and its attachments constitute the entire understanding between NLM and the LICENSEE, and no modification of this Agreement shall be binding upon either party unless it shall be published in the *NLM Technical Bulletin*, published only electronically at www.nlm.nih.gov, or unless it is mutually agreed in writing by both sides.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective upon the date first written above:

FOR:
(LICENSEE)

FOR: National Library of Medicine

Signature

Signature

Name:

Mr. David Gillikin

Title:

Chief, Bibliographic Services Division

Telephone:

E-mail:

Date:

Date:

Address:

Administrative Authorization (if required by Licensee):

Signature

Name:

Title: